

OFFICIAL RULES FOR THE ART OF THE COCKTAIL COMPETITION.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: To enter the “The Art of the Cocktail Competition” sponsored by Van Gogh Vodka (the “Contest”), the entrant (“You” and “Your”) must be a legal resident of AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, IL, ID, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, NC, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, VA, WA, WV, OR WI and be 21 years of age or older on the date of entry. You must also be a bartending professional (which includes bar owners and bartenders) who works for a restaurant, bar, or other establishment serving spirits. Chilled Magazine reserves the right to determine Your eligibility based on these criteria. Employees, officers, and directors of Chilled Magazine or 375 Park Avenue Spirits, its subsidiaries, affiliates, advertising and promotion agencies, including Chilled Magazine and Free Agent Media, and anyone involved in the production or administration of the Contest, and any member of the immediate family or household of any such persons, are not eligible. The Contest is subject to all applicable laws and regulations. The Contest is void in jurisdictions outside of the fifty United States, the District of Columbia, and where prohibited or restricted. By participating, You fully and unconditionally agree to and accept these Official Rules and the decisions of Chilled Magazine and Van Gogh Vodka, which are final.

2. How to Enter: Entry begins at 12:00 pm Eastern Standard Time on August 6, 2019 and ends at 11:59 pm September 12, 2019 Eastern Standard Time (the “Contest Period”). During the Contest Period, visit the Contest page at <http://www.artistdaycocktails.com> (the “Contest Page”), follow the instructions, and complete all the information fields on the Contest Page (including Your name, contact information, email address, and consent to these Official Rules), and submit the completed entry form and Your recipe (“Recipe”) and original image of recipe. Your entry must be based on Your own ideas, recipe, work, and experience. Chilled and Van Gogh Vodka reserve the right to verify all facts. Failure to be able to validate the authenticity of the Recipe or recipe image and Your information may result in disqualification. You may submit only one Recipe and recipe image during the Contest Period. Winning and non-winning Recipes, as selected by Chilled and Van Gogh Vodka, will be displayed on the Contest Page. Entries will not be acknowledged or returned. All entries must be received by the end of the Contest Period. Proof of transmission is not proof of receipt. Entries must not transmit anything that contains viruses or anything else that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connections. Chilled and Van Gogh Vodka are not responsible for any changes or effects caused to Your computer system or video equipment as a result of submitting an entry.

3. Entry Content Guidelines: Your submission (including the Recipe and any other materials and information You submit) (the “Entry Materials”) must comply with the following guidelines:

3.1 Each recipe must have a name and the ingredients in the recipe must be provided in exact standard U.S. measurements. The recipe should include complete step-by-step preparation instructions and any other pertinent information. The Recipe must be an original work that was created by You and cannot have previously won a sweepstakes, contest, or other promotion. Previously published recipes will be disqualified, unless the recipe entered features changes considered substantial by the judges. Recipe images must be original images of Your recipe.

3.2 If the Recipe features or includes any reference to the Establishment, including its image, name, logo, trademark, or any other proprietary classification, You represent and warrant that You have permission from the Establishment for such use.

3.3 The Entry Materials must be created by You, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

3.4 Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not in keeping with Van Gogh Vodka's image, or entries that otherwise contain inappropriate content or objectionable material as determined by Van Gogh Vodka in its sole discretion, will be disqualified.

4. Usage Rights in Entries: Chilled and Van Gogh Vodka and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all Entry Materials, alone or in combination with other materials, in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without compensation to You or anyone else. Without limiting the foregoing, any and all entries may be posted on the Contest Page or the web pages of Chilled Magazine and Van Gogh Vodka for public viewing. Chilled Magazine and Van Gogh Vodka reserve the right to review any entry prior to any such posting, to remove any entry at any time after posting, and to remove any incidental material that could be deemed infringing as determined by Chilled or Van Gogh Vodka. No guarantee is made that any particular entry will or will not be posted or as to the length of time between submission and posting. Chilled and Van Gogh Vodka reserve the right, in its absolute discretion, to determine if any particular entry is appropriate for posting. All entries that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the You within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entry constitutes permission for Van Gogh Vodka and its designees to use Your name, biographical information, moving or still image/likeness, and/or voice in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Contest and other purposes without compensation, notification or permission, unless prohibited by law.

5. Contact: By entering the Contest, You agree that Van Gogh Vodka and its parent, subsidiaries and affiliates may contact You by electronic mail for the purpose of this program. Selection and Requirements of Potential Winner: A potential winner of the prize specified in Section 6 below will be selected from the overall pool of entrants. Judging will be administered

by Van Gogh Vodka's panel of judges, who will select one (1) winner by applying the following criteria: (i) 15% inspiration from Vincent Van Gogh, (ii) 25% on taste, (iii) 25% creativity and uniqueness, and (iv) 35% on presentation. All eligible entries must contain at least one (1) of the following Van Gogh Vodka proprietary flavors: Van Gogh 80 Proof, Espresso, Double Espresso, Pomegranate, Pineapple, Açai-Blueberry, Cool Peach, Dutch Caramel, or Dutch Chocolate. Recipe entries that do not contain at least one (1) of the listed Van Gogh Vodka flavors are disqualified. Twenty-five (25) semi-finalists will be selected by the close of the contest period. Semi-finalists will promote themselves and their entry through social media channels through October 5, 2019. On or about October 12, 2019, Van Gogh Vodka's panel of judges will select one (3) finalist from the twenty-five (25) semi-finalists. Final judging to determine one (1) winner will take place on or about October 25 in Charleston, SC or within the vicinity. The potential winner will be required to complete and return a declaration of eligibility and liability/publicity release within two (2) days of notification. The potential winner also will need to provide copies of a valid driver's license or state issued identification card. The potential winner will forfeit the prize, and an alternate potential winner will be selected in his/her place if the potential winner fails to complete and return the declaration/release, with the required copies of his/her driver's license or state issued identification card, within the specified time period. Chilled Magazine reserves the right to disqualify any contestant who does not meet the eligibility requirements and to re-award the prize to an eligible contestant. Odds of winning depend on the total number of eligible entries.

6. Prize: The top three (3) finalists selected by Chilled Magazine and the judging panel will receive a trip to Van Gogh Vodka's Sippable Art Show in Charleston, SC. Chilled Magazine will cover travel and accommodation costs (two [2] night hotel stay, economy class airfare and transportation to and from the event) for two nights, up to \$1,000 for you and a guest to attend the show. One (1) The Art of the Cocktail Competition grand prize winner will be selected by Chilled Magazine to receive a grand prize of \$2,500 cash plus \$1,000 donation to the charity of the winner's choosing as noted in their entry form, subject to limitations contained herein, will also be featured on the microsite <http://artistdaycocktails.com> as well as be named Van Gogh Vodka's BARTist in Residence.

7. Winner Liability for Taxes: Winner will be responsible for any and all federal, state, and local taxes, and other costs, associated with the receipt and use of the prize, and before being named a winner will have to supply a valid social security number for tax reporting purposes. Winner should consult with an accountant, as the tax liability may be substantial. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, Van Gogh Vodka may, in its sole discretion, suspend, modify, and/or cancel the Contest. Van Gogh Vodka reserves the right in its sole discretion to disqualify any person it finds to have tampered with the entry process or to have acted in violation of these Official Rules or in a disruptive manner. Van Gogh Vodka's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that a Recipe submission Your sole remedy shall be another Recipes entry into the Contest. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced.

8. Sponsor and Others Released from All Liability: Except as prohibited by law, by participating, You agree to release, discharge, and hold harmless Van Gogh Vodka, the parent, subsidiaries and affiliates of Van Gogh Vodka, any advertising or promotion company involved in the Contest, and each of their respective directors, officers, employees, managers, members, and agents, from and against any claim or cause of action arising out of participation in the Contest or the receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) late, lost, misdirected, delayed, inaccurate, illegible, garbled, stolen or incomplete entries, or entries not received for any reason, or for electronic transmission errors resulting in omission, interruption, deletion, defect delay in operations, or transmission, theft or destruction or unauthorized access to or alterations of entry materials; (c) technical, network, telephonic, electronic, hardware, or software errors or malfunctions of any kind; (d) inaccurate transmissions of or failure to receive entry information by Van Gogh Vodka on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (e) any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest; or (f) any loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Contest or the receipt or use of the prize. You waive the right to claim any damages whatsoever, including but not limited to punitive, consequential, direct, or indirect damages.

9. Disputes: You agree that any dispute arising out of the Contest shall be resolved in the state or federal courts of Florida. The laws of the State of Florida, without regard to any conflict of law rules, shall apply. EXCEPT WHERE PROHIBITED, BY PARTICIPATING, YOU FURTHER AGREE THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

10. Privacy: Any information You submit to the Contest Page is subject to Van Gogh Vodka's privacy policy posted <http://www.375park.com/privacy-policy/>.

11. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

12. Identification of Contest Winners: The name of the semi-finalists, finalists and winners will be posted on the Contest Page. If You would like to receive a list of these individuals by postage mail, send a self-addressed, stamped envelope to 375 Park Avenue Spirits, 10400 Linn Station Road Louisville, KY 40223.

13. Promotion void where and to the extent prohibited by law.

14. Sponsor: 375 Park Avenue Spirits, 10400 Linn Station Road Louisville, KY 40223

Questions: If You have any questions, please contact Van Gogh Vodka by emailing info@375park.com